

08 CIV 6468

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

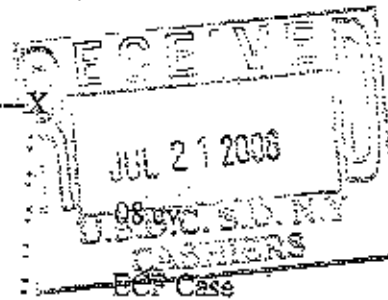
ATLAS SHIPPING AS,

Plaintiff,

- against -

AEGIS COMPANY LTD. and,  
NEW MILLENNIUM FINANCIAL SERVICES, LTD.

Defendants.



VERIFIED COMPLAINT

Plaintiff, ATLAS SHIPPING AS (hereinafter "Atlas" or "Plaintiff"), by and through its attorneys, Lennon, Murphy & Lennon, LLC, as and for its Verified Complaint against the Defendants, AEGIS COMPANY LTD., ("Aegis") and NEW MILLENNIUM FINANCIAL SERVICES LTD. ("NMFS") (hereinafter collectively "Defendants"), alleges, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333. This claim involves the breach of a maritime contract of charter. This matter also arises under the Court's federal question jurisdiction within the meaning of 28 United States § 1331.
2. At all times material to this action, Plaintiff was, and still is, a foreign corporation, or other business entity organized and existing under foreign law.
3. Upon information and belief, Defendants were, and still are, foreign corporations, or other business entity organized and existing under foreign law with an office and place of business in Trinidad, West Indies.
4. At all times material to this action, Plaintiff was the disponent owner of the vessel M/V "PROGRESS" (hereinafter the "Vessel").

5. By a charter party contract dated June 8, 2007, (hereinafter the "Charter Party") Plaintiff voyage chartered the Vessel to Defendant Aegis, with Defendant NMFS as guarantor, for the carriage of a maximum quantity of 33,000 metric tons of aggregate and sand in bulk from the load port of Rojo, Dominican Republic, to the discharge port of Point Lisas, Trinidad or Chaguaramas, Trinidad, at a freight rate of \$21.00 per metric ton. *A copy of the Fixture Note is attached hereto as Exhibit 1.*

6. Clause 20 of the Charter Party provided for demurrage to be payable by Defendants to Plaintiff at the rate of \$37,000 per day, pro rata for any time incurred in loading and discharging the cargo in excess of the allowed laytime.

7. Plaintiff delivered the Vessel into the Defendants' service and at all times fully performed its duties and obligations under the Charter Party.

8. At the loadport Defendants incurred \$8,861.25 of demurrage and at the discharge port an additional \$801,517.50 of demurrage, no part of which has been paid.

9. In addition, Defendants ordered the Vessel to shift at the discharge port in Trinidad, incurring an additional \$18,095.87 of shifting related costs, no part of which has been paid.

10. Defendants' failure to pay Plaintiff the outstanding amounts of demurrage and shifting costs constitutes a breach of the Charter Party contract.

11. Plaintiff has suffered damages as a result of the Defendants' breach of the charter party.

12. Pursuant to Clause 25 of the Charter Party, all disputes between the parties are to be submitted to arbitration in London with English Law to apply. Plaintiff will commence arbitration after the commencement of this action and jurisdiction is obtained over Defendants.

13. This action is brought to obtain jurisdiction over the Defendants and also to obtain security for Plaintiff's claims and in aid of arbitration proceedings.

14. Interest, costs and attorneys' fees are routinely awarded to the prevailing party in proceedings subject to English Law. Section 63 of the English Arbitration Act of 1996 specifically allows for recovery of these items as part of an award in favor of the prevailing party.

15. As best as can now be estimated, Plaintiff expects to recover the following amounts at arbitration as the prevailing party:

a.	Principal Claim:	\$ 821,198.94
b.	Interest on principal claim for 3 years, compounded quarterly at 8 %:	\$ 228,279.81
c.	Estimated arbitration costs:	\$ 35,000.00
d.	Estimated recoverable legal fees and costs:	\$ 200,000.00
<b>Total:</b>		<b>\$1,276,478.75</b>

16. The Defendants cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant(s) have, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of one or more garnishees which are believed to be due and owing to the Defendants. *See Affidavit in Support of Prayer for Maritime Attachment annexed hereto as Exhibit "2".*

17. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, and also pursuant to the United States

Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching, *inter alia*, any assets of the Defendants held by the aforesaid garnishee for the purpose of obtaining personal jurisdiction over the Defendants, and to secure the Plaintiff's claims as described above.

**WHEREFORE**, Plaintiff prays:

- A. That process in due form of law issue against the Defendants, citing them to appear and answer under oath all and singular the matters alleged in the Amended Verified Complaint
- B. That pursuant to 9 U.S.C. §§ 201. *et seq.* and/or the doctrine of comity this Court recognize and confirm any foreign judgment or arbitration award rendered on the claims had herein as a Judgment of this Court;
- C. That since the Defendants cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching all tangible or intangible property of the Defendants within the District, including but not limited to any funds held by any garnishee, which are due and owing to the Defendants, up to the amount \$1,276,478.75 to secure the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Amended Complaint;
- D. That this Court enter Judgment against Defendants on the claims set forth herein;
- E. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof;
- F. That this Court award Plaintiff its attorney's fees and costs of this action; and

G. That the Plaintiff have such other, further and different relief as the Court may deem just and proper.

Dated: July 21, 2008  
New York, NY

The Plaintiff,  
ATLAS SHIPPING AS

By: Anne C. LeVasseur  
Patrick F. Lennon  
Anne C. LeVasseur  
LENNON, MURPHY & LENNON, LLC  
420 Lexington Ave., Suite 300  
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(212) 490-6050 – phone  
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[pfl@lenmur.com](mailto:pfl@lenmur.com)  
[acl@lenmur.com](mailto:acl@lenmur.com)

ATTORNEY'S VERIFICATION

State of New York     )  
                                  )     ss.:     City of New York.  
County of New York    )

1.     My name is Anne C. LeVasseur.
2.     I am over 18 years of age, of sound mind, capable of making this Verification, and fully competent to testify to all matters stated herein.
3.     I am an attorney in the firm of Lennon, Murphy & Lennon, LLC, attorneys for the Plaintiff.
4.     I have read the foregoing Verified Complaint and know the contents thereof and believe the same to be true and accurate to the best of my knowledge, information and belief.
5.     The reason why this Verification is being made by the deponent and not by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now within this District.
6.     The source of my knowledge and the grounds for my belief are the statements made, and the documents and information received from, the Plaintiff and agents and/or representatives of the Plaintiff.
7.     I am authorized to make this Verification on behalf of the Plaintiff.

Dated:         July 21, 2008  
               New York, NY

Anne C. LeVasseur  
Anne C. LeVasseur

EXHIBIT 1

<p>1. Shipowner FOURTRANS SHIPPING &amp; CHARTERING INC 5930 NW 20<sup>TH</sup> PLACE SUNRISE, FLORIDA 33322 TEL: 954-667-1253 FAX: 954-667-1268 EMAIL: SBC@FOURTRANS.COM</p>	<p>RECOMMENDED THE BALTI AND INTERNATIONAL MARINE COUNCIL, UNIFORM GENERAL CHARTER (AS REVISED 1922, 1976 AND 1994) (TO BE USED FOR TRADES FOR WHICH NO SPECIALLY APPROVED FORM IS IN FORCE) CODE NAME: GENCON PART I</p>
<p>3. Owner's Place of business (Cl. 1) ATLAS SHIPPING A/S SUNDKJ 11 CPH FREEPORT DK 2250 COPENHAGEN DENMARK</p>	<p>2. Place and date SUNRISE, FLORIDA - JUNE 5, 2007</p>
<p>5. Vessel's Name (Cl. 1) MV PROGRESS</p>	<p>4. Charterer's Place of business (Cl. 1) NEW MILLENNIUM FINANCIAL SERVICES LIMITED ON BEHALF OF (NEW MILLENNIUM FINANCIAL SERVICES TO REMAIN ULTIMATELY RESPONSIBLE) ABGIS COMPANY LIMITED-ASSOCIATED COMPANY #133 EASTERN MAIN ROAD YUNAPUNA TRINIDAD, WEST INDIES PHONE: 1-868-625-7221 FAX: 1-868-645-4129 MOBILE: 1-968-584-5475</p>
<p>7. CWT of load on summer load line in metric tons (ton)(Cl. 1) 41038 DWT</p>	<p>6. GT/NT (Cl. 1) GT/NT: 24111/23019</p>
<p>9. Expected ready to load (RTL)(Cl. 1) JUNE 15-16, 2007</p>	<p>8. Present position (Cl. 1) WALLASTING TOWARDS LOADPORT - DOM REP</p>
<p>10. Loading port or place (Cl. 1) COBO ROJO, DOMINICAN REPUBLIC ADO 1 SAFE PORT SAFE BERTH ADO DRAFT 10.3 METERS (GUARANTEED BY CHARTERERS)</p>	<p>11. Discharging port or place (Cl. 1) POINT USAS 1 SAFE PORT SAFE BERTH IN THE EVENT BERTH IS CONGESTED - CHARTERS TO BE ALLOWED TO DISCHARGE AT CARIBDOCK, CHAGUARAMAS, TRINIDAD - AAAA BENDS DRAFT 10.3M (ENTERED BY CHARTERS)</p>
<p>12. Cargo (also state quantity and margin in Owner's option, if agreed; if full and complete cargo not agreed state "part cargo" (Cl. 1) AGGREGATE + SAND MAX QTY 43,000 MT MASTER STOW PLAN / SEGREGATED ASB: NO.1 / 8,050 MT SAND / FULL (SPAFT 1.43 MT = 1 CBM) NO.2 / 7,128 MT STONES / FULL (SPAFT 1.43 MT = 1 CBM) NO.3 / 7,285 MT SAND / FULL (SPAFT 1.43 MT = 1 CBM) NO.4 / 8,200 MT STONES / SLACK (SPAFT 1.43 MT = 1 CBM) NO.5 / 7,007 MT SAND / FULL (SPAFT 1.43 MT = 1 CBM)</p>	
<p>13. Freight rate (also state whether freight prepaid or payable on delivery)(Cl. 4) USD 21.00 PWT PIOT (SEE CL 35)</p>	<p>14. Freight payment (state currency and method of payment; also beneficiary and bank account)(Cl. 4) FREIGHT PAYABLE IN USD (SEE CL. 22)</p>
<p>15. State if vessel's cargo handling gear shall not be used (Cl. 5) CHARTERS TO HAVE FREE USE OF ALL VESSEL GEAR &amp; GRADES</p>	<p>16. Laytime (if separate laytime for load, and disch, is agreed, fill in a) and b); if total laytime for load, and disch, fill in c) only)(Cl. 6)</p>
<p>17. Shippers / Place of business (Cl. 6) ANDINO COMERCIALES/DEAL DOMINICANA OFF. 1 (809) 540 70 00 XT.2022 MOB. 1 (809) 659 53 02</p>	<p>a) Laytime for loading 10,000 MT PER WWD 5-4KRC</p>
<p>18. Agents (loading)(Cl. 5) SEE CL. 21</p>	<p>b) Laytime for discharging 3,000 MT PER WWD 5KINC</p>
<p>19. Agents (discharging)(Cl. 5) SEE CL. 22</p>	<p>c) Total laytime for loading and discharging N/A</p>
<p>20. Demurrage rate and manner payable (loading and discharging)(Cl. 7) USD 37,500 PDPR/FIO BOTH ENDS</p>	<p>21. Canceling date (Cl. 8) JUNE 17, 2007 - 00:00HRS</p>
<p>23. Freight Tax (state if for Owner's account) (Cl. 13 (c)) N/A</p>	<p>22. General Average to be adjusted at (Cl. 12) LONDON</p>
<p>25. Law and Arbitration (Article 19 (a), 18 (b) or 18 (c) of Cl. 16; if 19 (c) agreed also state Place of Arbitration) (if not listed in 19 (a) then apply) (Cl. 19) ENGLISH LAW, LONDON</p>	<p>24. Brokerage commission and to whom payable (Cl. 15) TTI COMMISSION 3.75 % BREAKDOWN ASF: 1.25% to ANTARES NY 2.5% ADRS + FOURTRANS SHIPPING</p>
<p>26. State maximum amount for small claims/shorhand arbitration (Cl. 19) N/A</p>	<p>23. Additional clauses covering provisions, if agreed CLAUSES 20-43 ARE FULLY INCORPORATED IN THIS CHARTER PARTY</p>
<p>It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include Part I as well as Part II. In the event of a conflict of conditions, the provisions of Part I shall prevail over those of Part II to the extent of such conflict.</p>	
<p>Signature (Owner)</p>	<p>Signature (Charterer)</p>





202 14. Agency  
203 of every case the owners shall appoint their own agent both at the port of loading  
204 and the port of discharge, (see cl. 20 & 21)

205 15. Brokerage  
206 A brokerage commission at the rate stated in box 24 on the freight, deadweight  
207 and demurrage earned is due to the party mentioned in box 24.  
208 In case of non-shipment 1/3 of the brokerage or the estimated amount of freight  
209 to be paid by the party responsible for such non-shipment is the broker's fee  
210 indemnity for the broker's expense and work. In case of more voyages the amount  
211 if indemnity to be agreed.

212 16. General Strike Clause.  
213 (a) If there is a strike or lock-out affecting or preventing the actual loading of the  
214 cargo, or any part of it, when the vessel is ready to proceed from that port or at  
215 any time during the voyage to the port or ports of loading or after her arrival there,  
216 the master or the owners may ask the Charterers to decide, that they agree to  
217 reckon the laydays as if there were no strike or lock-out. Unless the Charterers  
218 have given such declaration in writing (by telegram, if necessary) within 24 hours,  
219 the owners shall have the option of cancelling this charter party, if part cargo has  
220 already been loaded, the owners must proceed with same, freight payable on  
221 loaded quantity only, loading, stowage to complete with other cargo on the way for  
222 their own account.  
223 (b) If there is a strike or lock-out affecting or preventing the actual discharging of  
224 the cargo on or after the vessel's arrival at or off port of discharge and same has  
225 not been settled within 48 hours, the Charterers shall have the option of keeping  
226 the vessel waiting until such strike is over, at an end against paying half  
227 demurrage, after expiration of time provided for discharging until the strike or lock-  
228 out terminates and thereafter full demurrage shall be payable until the completed  
229 or discharging, or of ordering the vessel to go to a safe port where she can safely  
230 discharge without risk of being detained by strike or lock-out. Such orders to be  
231 given within 48 hours after the master or the owners have given notice in writing  
232 Charterers of the strike or lock-out affecting the discharge, and the vessel may  
233 at such port, at the conditions of the Charter Party and of the Bill of Lading shall  
234 arrive and the vessel shall receive the same freight as if she had discharged at the  
235 original port of destination, except that if the distance to the substituted port  
236 exceeds 100 nautical miles, the freight on the cargo delivered at the substituted  
237 port to be increased in proportion.  
238 (c) Except for the exceptions described above, neither the Charterers nor the  
239 owners shall be responsible for the consequences of any strikes or lock-outs  
240 preventing or affecting the actual loading or discharging of the cargo.

241 17. War Risk ("Voyage 1924")  
242 \*) For the purpose of this clause, the words:  
243 "The Charterers" shall include the shipowner, principal Charterers, disponent  
244 owners, managers or other operators who are charged with the management of  
245 the vessel and the charter, and  
246 "War Risk" shall include any war (whether actual or threatened), act of war,  
247 civil war, hostilities, revolution, rebellion, civil commotion, warfare, operations,  
248 the flying of mines (whether actual or reported), acts of piracy, acts of  
249 terrorism, acts of hostility or malicious damage, blockades, whether imposed  
250 against or against vessels or imposed exclusively against vessels of certain flags or  
251 countries, or against certain cargoes or crews or sub-cargoes (however), by any  
252 person, body, territorial or political group, or the Government of any state  
253 whatsoever, which, in the reasonable judgement of the master and/or the  
254 owners, may be dangerous or are likely to be or to become dangerous to the  
255 vessel, her cargo, crew or other persons on board the vessel.  
256 2) If any time before the vessel commences loading, it appears that, in the  
257 reasonable judgement of the master and/or the owners, performance of the  
258 Contract of Carriage, or any part of it, may expose, or is likely to expose, the  
259 vessel, her cargo, crew or other persons on board the vessel to War Risk, the  
260 owners may give notice to the Charterers cancelling this Contract of Carriage,  
261 or may (when to perform such part of it as may require, or may be likely to  
262 expose, the vessel, her cargo, crew or other persons on board the vessel to  
263 War Risk, provided always that if this Contract of Carriage provides that  
264 loading or discharging is to take place within a range of ports, and at the port of  
265 ports nominated by the Charterers the vessel, her cargo, crew or other persons  
266 on board the vessel may be exposed, or may be likely to be exposed, to War  
267 Risk, the owners shall first require the Charterers to nominate any other safe  
268 port which lies within the range for loading or discharging, and may only cancel  
269 this Contract of Carriage if the Charterers shall not have nominated such safe  
270 port or ports within 48 hours of receipt of notice of such requirement.  
271 3) The owners shall not be required to continue to load cargo for any voyage, or  
272 to sign bills of Lading for any port or place, or to proceed or continue on any  
273 voyage, or on any part thereof, or to proceed through any canal or waterway,  
274 or to proceed to or remain at any port or place whatsoever, where it appears,  
275 either after the loading of the cargo commences, or at any stage of the voyage  
276 thereafter before the discharge of the cargo is completed, that, in the  
277 reasonable judgement of the master and/or the owners, the vessel, her cargo  
278 (or any part thereof), crew or other persons on board the vessel (or any crew  
279 members of them) may be, or are likely to be, exposed to War Risk. If it should so  
280 appear, the owners may by notice request the Charterers to nominate a safe  
281 port for the discharge of the cargo or any part thereof, and if within 48 hours of  
282 receipt of such notice, the Charterers shall not have nominated such a port, the  
283 owners may discharge the cargo at any safe port of their choice (including the  
284 port of loading) in complete fulfillment of the Contract of Carriage. The owners  
285 shall be entitled to recover from the Charterers the extra expenses of such  
286 discharge and, if the discharge takes place at any port other than the loading  
287 port, to receive the full freight as though the cargo had been carried to the  
288 discharging port and if the extra distance exceeds 100 miles, an additional  
289 freight  
290 which shall be the same percentage of the freight contracted for as the  
291 percentage which the extra distance represents in the distance of the normal  
292 and customary route, the owners having a lien on the cargo for such expense  
293 and freight.  
294 4) If at any stage of the voyage after the loading of the cargo commences, it  
295 appears that, in the reasonable judgement of the master and/or the owners,  
296 vessel, her cargo, crew or other persons on board the vessel may be, or are  
297 likely to be, exposed to War Risk on any part of the route (including any canal  
298 or waterway) which is normally and customarily used in a voyage of nature  
299 contracted for, and there is another longer route to the discharging port, the  
300 owners shall give notice to the Charterers that this route will be taken. In this  
301 event the owners shall be entitled, if the extra distance exceeds 100 miles,  
302 to additional freight which shall be same percentage which the extra distance  
303 represents in the distance of the normal and customary route.  
304 5) The vessel shall have the liberty:-  
305 (a) to comply with all orders, directions, recommendations or advice as to  
306 departure, arrival, routing, sailing in convoy, order of call, stoppages, destinations,

307 discharge of cargo, delivery or in any way whatsoever which are given by the  
308 Government of the Nation under whose flag the vessel sails, or other Government,  
309 to whose laws the vessel is subject, or any other Government which so  
310 requires, or any body or group acting with the power to compel compliance with  
311 their orders or directions,  
312 (b) to comply with the orders, directions or recommendations of any war risk  
313 underwriters who have the authority to give the same under the terms of the war  
314 risk insurance,  
315 (c) to comply with the terms of any resolution of the Security Council of the United  
316 Nations, any directions of the European Community, the collective organs of any  
317 other Supranational body which has the right to issue and give the same, and with  
318 national laws aimed at enforcing the same to which the owners are subject, and to  
319 obey the orders and directions of those who are charged with their enforcement,  
320 (d) to discharge at any other port, any cargo or part thereof which may render the  
321 vessel liable to condemnation as a contraband of war,  
322 (e) to call at any other port, to change the crew or any part thereof, or other  
323 persons on board the vessel when there is reason to believe that they may be  
324 subject to internment, imprisonment or other bondage,  
325 (f) where cargo has not been loaded or has been discharged by the owners under  
326 any provisions of this clause, to load other cargo for the charterers own account and  
327 carry it to any other port or ports whatsoever, whether backwards or forwards or in  
328 a contrary direction to the ordinary or customary route.  
329 5) If in compliance with any of the provisions of sub-clauses (2) and (5) of this clause  
330 anything is done or not done, such shall not be deemed to be a deviation, but  
331 shall be considered as due fulfillment of the Contract of Carriage.

332 18. Discharge of Cargo  
333 (a) In the event of the loading port being inaccessible by water or otherwise, the  
334 cargo is to be loaded from the land at the port of discharge, and the vessel is to  
335 be ready to receive the cargo at the port of discharge, and the vessel is to be  
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RIDER TO C/P IS FULLY INCORPORATED IN THIS CHARTER PARTY AND MUTUALLY AGREED BETWEEN ATLAS SHIPPING A/S, ("SHIP-OWNER") DENMARK AND NEW MILLENNIUM FINANCIAL SERVICES LIMITED ON BEHALF OF AEGIS COMPANY LIMITED (CHARTERERS), TRINIDAD - C/P DATED JUNE 8, 2007

✓ CL. 20 AGENTS AT LOADPORT:

KARSTEN P. WINDELER / MARITIMA DOMINICANA, S.A.  
PHONE (809)539-5000  
FAX (809)539-7200  
[HTTP://WWW.MARDOM.COM](http://WWW.MARDOM.COM)  
SKYPE USERNAME <KPWINDELER>  
GENERAL EMAIL ADDRESS IS: [INFO@MARDOM.COM](mailto:INFO@MARDOM.COM)

✓ CL. 21 AGENTS AT DISCHARGE PORT:

GULF SHIPPING LIMITED  
LLOYD VOISIN BLDG.  
12 CHARLES STREET,  
PORT OF SPAIN  
TRINIDAD  
TEL: 868 523 4121 - 3  
FAX: 868 523 4124  
EMAIL: [GULFSHIP@TSTT.NET.TT](mailto:GULFSHIP@TSTT.NET.TT)  
[SVOISINTOM@GULFSHIPPINGLTD.COM](mailto:SVOISINTOM@GULFSHIPPINGLTD.COM)  
SONIA VOISIN-TOM GENERAL MANAGER

✓ CL. 22, OWNERS BANK DETAILS:

DANSKE BANK A/S  
HOLMENS KANAL AFDELING  
HOLMENS KANAL 2-12  
1090 COPENHAGEN K.  
DENMARK  
TELEX : 27000  
SWIFT ADD. : DABADKCK  
USD ACCOUNT NO. : 3001 356275  
USD IBAN NO. : DK41 3000 3001 356275  
IN FAVOUR OF : ATLAS SHIPPING A/S  
VIA CORRESPONDING US BANK:  
BANK OF AMERICA N.A.,  
NEW YORK BRANCH  
U.S.A.  
SWIFT ADD. : BOFAUS3N  
IN FAVOUR OF : DANSKE BANK, COPENHAGEN  
ACCOUNT NO. : 6550253668

ATLAS SHIPPING A/S  
SUNDKAI 11  
CPH FREEPORT  
DK 2100 COPENHAGEN  
DENMARK

✓ CL. 23 STEVEDORE DAMAGE:

ALL CLAIMS FOR DAMAGE ALLEGEDLY CAUSED BY STEVEDORES TO BE SETTLED DIRECTLY BETWEEN THE OWNERS AND STEVEDORES AT LOADING AND DISCHARGING PORTS, SUCH DAMAGE, IF ANY, TO BE REPORTED IN WRITING BY THE MASTER WITHIN 24 HOURS AFTER OCCURRENCE, EXCEPT FOR HIDDEN DAMAGES OTHERWISE THE STEVEDORES ARE NOT LIABLE, CHARTERS TO ASSIST OWNERS IN SETTLING CLAIM WITH STEVEDORES AND TO REMAIN ULTIMATELY RESPONSIBLE IN CASE OWNERS CANNOT OBTAIN STEVEDORES SETTLEMENT.

✓ CL. 24 COMMENCEMENT OF LAYTIME:

LAYTIME BENDS, NOR CAN BE TENDERED BY CABLE OR EMAIL IF NOT TENDERED BEFORE NOON LAYTIME WILL START AT AS PER BENCON WITH ADDITIONAL 6 HRS FREE TO CHARTERS BENDS ETL. LOADING/ DISCHARGING PORT WRITTEN NOTICE OF READINESS SHALL BE GIVEN 24 HOURS SHING.

✓ CL. 25 SUITABILITY OF BERTH/PORT:

ASIDE FROM DRAFT CONDITIONS - OWNERS TO SATISFY THEMSELVES AS TO VESSEL SUITABILITY

- SUCH AS LOA, BEAM, PREVAILING AT LOAD AND DISCHARGE PORTS.
- ✓ CL. 26. CLEANING OF HOLDS: VESSEL MUST ARRIVE TO LOAD PORT WITH HOLDS IN EVERY SENSE READY TO LOAD, FREE OF OTHER SUBSTANCES FROM PREVIOUS CARGOES, CLEAN, DRY AND SWIFT, TIME AND/ OR MONEY LOST FOR THIS REASON WILL BE FOR OWNERS ACCOUNT. CLEANING OF HOLDS AFTER COMPLETION OF DISCHARGE FOR OWNERS TIME AND ACCOUNT
- ✓ CL. 27. CARGO LOADPLAN: MASTERS CARGO LOAD PLAN: SUBJ TO HARBOUR MASTER APPROVAL PRIOR TO LOADING. ADD 'EAT SAME NOT TO BE UNREASONABLY WITHHELD'
- ✓ CL. 28. VESSELS ARRIVAL: VESSEL HAS TO ARRIVE IN GOOD TRIMMING FOR EASIER PRELOADING DRAFT SURVEY. ALSO HAS TO ARRIVE IN GOOD TRIMMING AT DISPORTS. THE CARGO TO BE LOADED AND STOWED/TRIMMED AND DISCHARGE UNDER THE MASTER'S SUPERVISION
- ✓ CL. 29. PORT CHARGES: PORT CHARGES ARE INCLUDED IN FREIGHT RATES FOR ALL ROUTES. ALL TAXES, DUES OR FEES BEING ASSESSED ON THE VESSEL AND/OR HER AGENTS BY REASON OF THE CARRIAGE OF THIS CARGO, INCLUDING BUT NOT LIMITED TO WHARFAGE AND DOCKAGE, SHALL BE FOR OWNER'S ACCOUNT.
- ✓ CL. 30. CRANE SPEED: MASTER CONFIRM VESSELS CYCLE SPEED BASIS 3 CRANES WORKING SIMULTANEOUSLY CAN ACCOMMODATE INTENDED DISCHARGING RATE OF 2000 MT PER WWD.
- ✓ CL. 31. RESPONSIBLE OF QUANTITY: VESSEL TO BE RESPONSIBLE FOR THE QUANTITY LOADED ACCORDING TO BILLS OF LADING QUANTITY AND BILLS OF LADING TO BE SIGNED BY THE MASTER ACCORDINGLY
- ✓ CL. 32. PORT D/A'S: D/A'S BENDS TO BE FOR OWNERS ACCOUNT. OWNERS TO PUT AGENTS IN FUNDS PRIOR TO VESSEL ARRIVAL AT BOTH LOADING AND UNLOADING PORTS, FAILING, CHRTRS ARE NOT TO BE RESPONSIBLE FOR ANY DELAYS TO VSL CAUSED BY OWNERS FAILURE TO PLACE AGENTS IN FUNDS TO VSL ARRIVAL
- ✓ CL. 33. OPENING+~~CLOSING~~ OF HATCHES: 1ST. OPENING AND LAST CLOSING OF HATCHES, TO BE EFFECTED BY CREW AT OWNERS EXPENSE, ALL OTHER OPENING AND CLOSING OF HATCHES TO BE FOR CHARTERERS' ACCOUNT. THE MASTER IS ALSO TO ARRANGE TO HAVE THE HATCHES CLOSED WHEN THE WEATHER IS WET OR THREATENING
- ✓ CL. 34. VESSELS EQUIPMENT: 1924  
LIGHTS, GEARS AND GRABS AS ON BOARD TO BE SUPPLIED FREE OF EXPENSE TO CHARTERERS. AT DISCHARGEPORT VSL CREW TO LEVEL CARGO WITH VSL CRANES/GRABS AND SUCH TIME TO COUNT AS LOADING TIME. AT DISCHARGEPORT VSL GEARS/GRABS TO BE AT CHARTRS DISPOSAL, FREE OF CHARGE, HOWEVER CRANE DRIVERS TO BE EMPLOYED AND PAID FOR BY CHARTRS AND AT CHARTRS RISK.
- ✓ CL. 35. LOT: DUE TO SHORT VOYAGE, CHARTERERS MAY REQUEST OWNERS STANDARD PANCEI WORDING LOT FOR RELEASE OF CARGO WITHOUT PRESENTATION OF ORIGINAL BILLS OF LADING. CHARTERERS TO SIGN LOT (BANK SIGNATURE IS NOT REQUESTED).
- ✓ CL. 36. LATE PAYMENT CLAUSE: IN CASE FREIGHT NOT IN TIME BEFORE BREAKING BULK, OWNERS MAY ANCHOR OUTSIDE THE PORT AREA AND ALLOWED TO TENDER NOR IMMEDIATELY AND TIME TO COUNT IN ACCORDANCE WITH LAYTIME CLAUSE. DETENTION RATE TO BE EQUAL AT THE DEMURRAGE RATE AT ALL TIME. NO EXTRA COSTS

WILL APPLY OR WILL BE CHARGED TO THE CHRS WHILE WAITING FREIGHT TO ARRIVE (AS ADDITIONAL PORT CHARGES OR TAXES ON THE VSL, ETC.). OWNERS WILL BE FULLY SATISFY WITH THE PAYMENT ONCE CHRS PRESENTED OFFICIAL WIRE TRANSFER CONFIRMATION (SWIFT) FROM THEIR BANK, AND OWNERS IMMEDIATELY WILL ALLOW THE DISCHARGE OF THE CARGO.

✓ CL 37. OVER TIME:

OVERTIME, IF ANY, TO BE FOR ACCOUNT OF THE PARTY ORDERING SAME, BUT OFFICERS' AND CREW'S OVERTIME ALWAYS TO BE FOR OWNER'S ACCOUNT.

✓ CL 38. TENDER NOTICE:

OWNERS /MASTER TO GIVE NOTICE 3, 2 DAYS /24 HRS, OF READINESS TO LOAD TO CHARTERERE AND THE PORT AGENTS. OWNERS TO GIVE NOTICE OF ETA ON SAILING FROM LOADPORT FOLLOWED BY 24 HOURS DEFINITE NOTICE OF READINESS AND ARRIVAL TO THE DISCHARGE PORT AGENTS. UPON COMPLETION OF LOADING, THE OWNERS TO INFORM THE CHARTERERS OF THE TOTAL OF CARGO LOADED.

✓ CL 39. FRT PAYMENT:

FREIGHT PAYMENT: THE FULL FREIGHT, LESS COMMISSION (3-75% COMM-14C AND INCL 3-25 TO ANTARESNY) IS PAYABLE 100% BEFORE BREAKING BULK. CONGEN BS/L MARKED "FREIGHT PAYABLE AS PER CHARTER PARTY DATED XXXX2007" AND SHALL BE SIGNED BY THE MASTER OR THEIR AGENTS WHEN DULY AUTHORIZED BY OWNERS/MASTER. IF CHARTERERS REQUEST "FREIGHT PREPAID" BILLS OF LADING SAME TO BE RELEASED UPON OWNERS BANKERS CONFIRMATION THAT FULL FREIGHT HAS BEEN IRREVOCABLY TRANSFERRED. FULL FREIGHT DEEMED EARNED AFTER COMPLETION OF LOADING DISCOUNTLESS AND NON - RETURNABLE VSL AND/OR CARGO LOST OR NOT LOST.

✓ CL 40. S/LANDING WEIGHT:

BILL OF LADING WEIGHT TO BE DETERMINED BY A JOINT DRAFT SURVEY, AT BOTH LOAD AND DISCHARGE PORTS. IF BILLS OF LADING AND SURVEY WEIGHT COMPATIBLE, VESSEL NOT TO BE RESPONSIBLE FOR ANY SHORTLANDING CLAIMS MADE BY WHOMSOEVER. MASTER TO REPRESENT OWNERS IN THE JOINT DRAFT SURVEYS

ATLAS SHIPPING A/S

NEW MILLENNIUM FINANCIAL SERVICES  
LTD ON BEHALF OF AEGIS COMPANY LTD

EXHIBIT 2



York State Department of Corporations' online database which showed no listings or registration for the Defendants.

3. I submit based on the foregoing that the Defendants cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims.

4. Upon information and belief, the Defendants have, or will have during the pendency of this action, tangible and intangible property within this District and subject to the jurisdiction of this Court, held in the hands of in the hands of garnishees within this District, which are believed to be due and owing to the Defendants.

5. This is Plaintiff's first request for this relief made to any Court.

**PRAYER FOR RELIEF FOR ORDER ALLOWING SPECIAL PROCESS SERVER**

6. Plaintiff seeks an Order pursuant to Rule 4(c) of the Federal Rules of Civil Procedure, for an Order appointing Patrick F. Lennon, Kevin J. Lennon, Charles E. Murphy, Nancy R. Peterson, Coleen A. McEvoy, Anne C. LeVasseur or any other partner, associate, paralegal or agent of Lennon, Murphy & Lennon, LLC, or any process server employed by Gotham Process Servers, in addition to the United States Marshal, to serve the Ex Parte Order and Process of Maritime Attachment and Garnishment, together with any interrogatories, upon the garnishee(s), together with any other garnishee(s) who (based upon information developed subsequent hereto by the Plaintiff) may hold assets of, for or on account of, the Defendants.

7. Plaintiff seeks to serve the prayed for Process of Maritime Attachment and Garnishment with all deliberate speed so that it may be fully protected against the potential of being unable to satisfy a judgment/award ultimately obtained by Plaintiff and entered against the Defendants.



8. To the extent that this application for an Order appointing a special process server with respect to this attachment and garnishment does not involve a restraint of physical property, there is no need to require that the service be effected by the Marshal as it involves simple delivery of the Process of Maritime Attachment and Garnishment to the various garnishees to be identified in the writ.

**PRAYER FOR RELIEF TO SERVE LATER IDENTIFIED GARNISHEES**

9. Plaintiff also respectfully requests that the Court grant it leave to serve any additional garnishee(s) who may, upon information and belief obtained in the course of this litigation, to be holding, or believed to be holding, property of the Defendants, within this District. Obtaining leave of Court at this time to serve any later identified garnishees will allow for prompt service of the Process of Maritime Attachment and Garnishment without the need to present to the Court amended Process seeking simply to identify other garnishee(s).

**PRAYER FOR RELIEF TO DEEM SERVICE CONTINUOUS**

10. Further, in order to avoid the need to repetitively serve the garnishees/banks, Plaintiff respectfully seeks further leave of the Court, as set out in the accompanying Ex Parte Order for Process of Maritime Attachment, for any process that is served on a garnishee to be deemed effective and continuous service of process throughout any given day on which process is served and throughout the next day, provided that process is served the next day, and to authorize service of process via facsimile or e-mail following initial *in personam* service.

Dated: July 21, 2008  
Southport, CT

Anne C. LeVasseur  
Anne C. LeVasseur

Sworn and subscribed to before me  
this 21<sup>st</sup> day of July, 2008.

Mary E. LeVasseur  
Notary Public